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IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM 1927.

No. 103.

JOHN JAMES JACKSON, *et al.*,
Petitioners,

against

STEAMSHIP "ARCHIMEDES," LAMPORT & HOLT, LTD.,
Claimant.

Motion and Brief of Counsel for British Embassy as *Amici Curiae*.

FREDERIC R. COUDERT,
HOWARD THAYER KINGSBURY,
Counsel for British Embassy,
Amici Curiae,
2 Rector Street,
New York.

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Claimant.

Motion of Counsel for the British Embassy for Leave to File Brief and Make Oral Argument as *Amici Curiae*.

Now come Frederic R. Coudert and Howard Thayer Kingsbury, Counsel for the British Embassy in the United States of America, and respectfully suggest and represent to the Court that the determination of the question involved in this cause is of great interest and importance to the British Government for the following reasons:

I.—That this cause involves the construction and effect of Sec. 32 of the Act of June 5th, 1920, commonly known as the "Jones Act" (amending Sec. 11 of the La Follette Act of 1915, which in turn amended Sec. 10

of the Dingley Act of 1884), as applied to the payment of advance wages to British seamen upon British vessels in British ports, pursuant to British contracts valid under British law and in accordance with the usual and customary British practice.

II.—That if said statute should be so construed as to invalidate such payments of advance wages, seamen upon British vessels, which enter American ports in large numbers, would be induced thereby to collect one-half of their wages then earned, without any deduction for such advance payments, and then to desert their vessels, thus delaying their return voyages and imposing great expense and inconvenience upon the owners of such vessels.

III.—That said statute, if so construed, would transcend the legislative powers of Congress and violate the Constitution of the United States.

IV.—That it has heretofore been held by this Court in *Sandberg* v. *McDonald*, 248 U. S. 185, at p. 195, and in *Neilson* v. *Rhine Shipping Co.*, 248 U. S. 205, at p. 213, that the amendment effected by Sec. 11 of the Act of 1915 should not be construed as prohibiting the payment of advance wages upon either a foreign or an American vessel in a foreign port and that it was held by the District Court and the Circuit Court of Appeals in this cause that the amendment of 1920 does not operate to prohibit the payment of advance wages on a foreign ship in a foreign port and that it is of great interest to the British Government that such decision be sustained and affirmed.

The undersigned were permitted to appear as *amici curiae* and file a brief upon the hearing of this cause

in the District Court and in the Circuit Court of Appeals, and Frederic R. Coudert was permitted to take part in the oral argument in the Circuit Court of Appeals.

Wherefore the undersigned respectfully pray that they may be permitted to appear in this cause as *amici curiae*, and file the brief which they tender herewith, and that one of them the said Howard Thayer Kingsbury, may be permitted to make oral argument (not exceeding fifteen minutes). The said Frederic R. Coudert being now abroad.

Respectfully submitted this 28th day of November, 1927.

FREDERIC R. COUDERT,
HOWARD THAYER KINGSBURY,
Counsel for British Embassy,
Amici Curiae,
No. 2 Rector Street,
New York City, N. Y.

IN THE
SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM 1927.

No. 103.

JOHN JAMES JACKSON, *et al.*,
Petitioners,

vs.

STEAMSHIP "ARCHIMEDES," LAMPORT & HOLT, LTD.,
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Brief of Counsel for British Embassy as *Amici Curiae*.

Statement.

The nature of the case, the essential facts and the questions involved, are set forth so fully yet concisely in the opinion of Hon. Augustus N. Hand in the District Court (Rec., pp. 62-65) that it is unnecessary to repeat them here at length. The Circuit Court of Appeals affirmed the decree of the District Court upon this opinion (Rec., p. 67).

The question, briefly stated, is: Can a seaman on a British vessel, who has received an advance payment on account of wages in a British port, valid under British Law, lawfully require in an American port payment of

one-half of his wages earned to date without deduction of the advance payment.

For the convenience of the Court the full text of the Statutes in question will be quoted.

Sec. 10 of the Act of June 26, 1884 (23 Stat., pp. 53, 55), commonly known as the Dingley Act, first forbade advance payments, as follows:

> "SEC. 10. That it shall be, and is hereby, *made unlawful in any case to pay any seaman wages before leaving the port at which such seamen may be engaged in advance of the time when he has actually earned the same,* or to pay such advance wages to any other person, or to pay any person, other than an officer authorized by act of Congress to collect fees for such service, any remuneration for the shipment of seamen. Any person paying such advance wages or such remuneration shall be deemed guilty of a misdemeanor, and, upon conviction, shall be punished by a fine not less than four times the amount of the wages so advanced or remuneration so paid and may be also imprisoned for a period not exceeding six months, at the discretion of the court. *The payment of such advance wages or remuneration shall in no case, except as herein provided, absolve the vessel, or the master or owner thereof, from full payment of wages after the same shall have been actually earned,* and shall be no defense to a libel, suit, or action for the recovery of such wages: PROVIDED, That this section shall not apply to whaling-vessels: AND PROVIDED FURTHER, That it shall be lawful for any seaman to stipulate in his shipping agreement for an allotment of any portion of the wages which he may earn to his wife, mother, or other relative, but to no other person or corporation. And any person who shall falsely claim such relationship to any seaman in order to obtain wages so allotted shall, for every such offense, be punishable by a fine of not exceeding five hundred dollars, or imprisonment not exceeding six months, at the discretion

of the court. *This section shall apply as well to foreign vessels as to vessels of the United States;* and any foreign vessel the master, owner, consignee, or agent of which has violated this section, or induced or connived at its violation, shall be refused a clearance from any port of the United States."

(Italics ours in this and subsequent quotations.)

Sec. 11 of the LaFollette Act of March 4th, 1915, (38 Stat., Part I, pp. 1168, 1169), amended Sec. 10 of the Dingley Act to read as follows:

"SEC. 10 (a). That it shall be, and is hereby, *made unlawful in any case to pay any seaman wages in advance of the time when he has actually earned the same,* or to pay such advance wages, or to make any order, or note, or other evidence of indebtedness therefor to any other person, or to pay any person, for the shipment of seamen when payment is deducted or to be deducted from a seaman's wages. Any person violating any of the foregoing provisions of this section shall be deemed guilty of a misdemeanor, and upon conviction shall be punished by a fine of not less than $25 nor more than $100, and may also be imprisoned for a period of not exceeding six months, at the discretion of the court. *The payment of such advance wages or allotment shall in no case except as herein provided absolve the vessel or the master or the owner thereof from the full payment of wages after the same shall have been actually earned,* and shall be no defense to a libel suit or action for the recovery of such wages. If any person shall demand or receive, either directly or indirectly from any seaman or other person seeking employment, as seaman, or from any person on his behalf, any remuneration whatever for providing him with employment, he shall for every such offense be deemed guilty of a misdemeanor and shall be imprisoned not more this six months or fined not more than $500.

(b) That it shall be lawful for any seaman to stipulate in his shipping agreement for an allotment of any portion of the wages he may earn to his grandparents, parents, wife, sister, or children.

(c) That no allotment shall be valid unless in writing and signed by and approved by the shipping commissioner. It shall be the duty of the said commissioner to examine such allotments and the parties to them and enforce compliance with the law. All stipulations for the allotment of any part of the wages of a seaman during his absence which are made at the commencement of the voyage shall be inserted in the agreement and shall state the amounts and times of the payments to be made and the persons to whom the payments are to be made.

(d) That no allotment except as provided for in this section shall be lawful. Any person who shall falsely claim to be such relation, as above described, of a seaman under this section shall for every such offense be punished by a fine not exceeding $500 or imprisonment not exceeding six months, at the discretion of the court.

(e) *That this section shall apply as well to foreign vessels while in waters of the United States, as to vessels of the United States,* and any master, owner, consignee, or agent of any foreign vessel who has violated its provisions shall be liable to the same penalty that the master, owner, or agent of a vessel of the United States would be for similar violation.

The master, owner, consignee, or agent of any vessel of the United States, or of any foreign vessel seeking clearance from a port of the United States, shall present his shipping articles at the office of clearance, and no clearance shall be granted any such vessel unless the provisions of this section have been complied with.

(f) That under the direction of the Secretary of Commerce the Commissioner of Navigation shall make regulations to carry out this section."

The Jones Act of June 5th, 1920, (41 Stat., Part I, p. 1007), inserted in subd. (a) of Sec. 10 of the Act of 1884, as amended by the Act of 1915, the words printed in italics in the following quotation:

> "The payment of such advance wages or allotment, *whether made within or without the United States or territory subject to the jurisdiction thereof*, shall in no case except as herein provided absolve the vessel or the Master or owner thereof from the full payment of wages * * *."

Subd. (e) of Sec. 10, making it applicable to "foreign vessels *while in waters of the United States*" was left unchanged.

The petitioners contend that the 1920 amendment to Subd. (a), is not limited to American vessels, but applies to and forbids payments of advance wages on a *foreign* vessel in a foreign port and prevents the deduction of such advance payments in determining the amount of half wages collectible in an American port under Sec. 4 of the Act of 1915. The Courts below have correctly held to the contrary in this case.

These decisions are reported as *The Archimedes*, 10 Fed. (2d), 234, and *Jackson* v. *S. S. Archimedes*, 11 Fed. (2d), 1000.

BRIEF OF THE ARGUMENT.

I.—It was not the intention of Congress in the Act of 1920 to forbid advance payments on foreign vessels in foreign ports, permitted under the applicable foreign law, and the statute should not be so construed.

II.—The statute, if construed and applied in accordance with petitioners' contentions, would transcend the legislative powers of Congress and violate the Constitution of the United States.

III.—The application of the statute to advance payments on British ships in British ports would have a disastrous affect upon the commerce of a friendly foreign nation.

POINT I.

It was not the intention of Congress in the Act of 1920 to forbid advance payments on foreign vessels in foreign ports, permitted under the applicable foreign law, and the statute should not be so construed.

This proposition is demonstrated by the opinion below and by the history of the legislation and the prior judicial decisions upon it.

The Dingley Act of 1884 and the LaFollette Act of 1915 both made the prohibition of advance payments applicable to foreign vessels, but only while within the territorial jurisdiction of the United States (see *supra*, pp. 5, 6, 7). The addition by the LaFollette Act of the words "while in the waters of the United States" was evidently made for greater caution and certainty, and not to change the existing law, for it does not appear that it was ever even suggested that the Dingley Act applied to foreign vessels in foreign waters. In fact, it was held that it did not apply even to *American* vessels in foreign ports (See *The State of Maine*, 22 Fed. 734).

In *Sandberg* v. *McDonald*, (*The Talus*), 248 U. S. 185, at p. 195, this Court held that the prohibition of the La Follette Act did not apply to advance payments made to foreign seamen on a foreign vessel in a foreign port, and in *Neilson* v. *Rhine Shipping Co.* (*The Rhine*), 248 U. S. 205, at p. 213, decided at the same time, this Court laid down the same rule as to advance payments made upon an American vessel in a foreign port in order to

secure seamen. Attention is also invited to the opinion of the late Judge Hough in the Circuit Court of Appeals in the last mentioned case (See *The Windrush*, 250 Fed. 180).

The Jones Act of 1920 evidently intended to change the rule laid down in the *Rhine* case and to subject *American* vessels, wherever they might be, to the prohibition of advance payments, but the limitation of subd. (e) of Sec. 10, whereby the whole section is applied to foreign vessels only "while in the waters of the United States" was left undisturbed.

Contracts with foreign seamen on a foreign vessel in a foreign port are presumed to be valid under the foreign law, as was recently expressly held by the Circuit Court of Appeals in *Transportes Maritimos Do Estado* v. *Almeido*, 5 Fed. (2nd) 151, after remand from this Court (265 U. S. 104). An intention is not to be imputed to Congress to attempt to interfere with and undo a transaction lawful where made and wholly outside of the jurisdiction of the United States, unless the language of the statute admits of no other possible construction.

The statute under consideration not only invalidates the advance payments to which it applies, but declares them to be a misdemeanor, punishable by fine and imprisonment. It is inconceivable that Congress could have intended "to do anything so obviously futile as to denounce as criminal an act wholly done in a foreign country" (See *United States* v. *Freeman*, 239 U. S. 117 at p. 120).

The amendment of 1920 should therefore be construed as applying only to a subject within the power and jurisdiction of Congress, namely, the regulation of advance payments of wages on American vessels, which are subject to the law of the flag wherever they may be, whether in a foreign or a home port, or on the high

seas (See *United States* v. *Rodgers*, 150 U. S. 249 at p. 264).

That a statute should be so construed, if possible, as to bring it within rather than without the legislative power, to validate rather than invalidate it and to eliminate grave doubts of constitutionality, is a proposition so well established as not to require any extensive citation of authorities.

See

United States v. *Standard Brewery*, 251 U. S. 210, 220;

United States v. *Jin Fuey Moy*, 241 U. S. 394, 401;

American-La France Fire Engine Co. v. *Riordan*, 6 Fed. (2nd), 964, 968, (C. C. A. 2nd Circuit).

The proceedings in the Senate in connection with the legislation in question, referred to by petitioners (Petrs.' Brief, pp. 7-9), show that the specific question of the application of the amendment to advance payments on foreign ships in foreign ports was neither discussed nor considered. The contrary inference sought to be drawn by petitioners (Brief, p. 8) is strained and unconvincing. It cannot be assumed that the Senators were discussing the regulation of matters beyond American jurisdiction. It does not appear to have been even proposed to repeal or amend subd. (e) of Sec. 10, which made the whole section applicable to foreign vessels "while in waters of the United States." Under the rule of *expressio unius est exclusio alterius*, subd. (e) is a legislative recognition of the fact that Sec. 10 does not apply in whole or in part, to foreign vessels except "while in waters of the United States."

POINT II.

The statute, if construed and applied in accordance with petitioners' contentions, would transcend the legislative powers of Congress and violate the Constitution of the United States.

A construction of the amendment in question which would make it applicable to payments of advance wages on foreign ships in foreign ports would also make it violative of the Constitution of the United States, and beyond inherent legislative power. It is an elementary and fundamental principle of jurisprudence, not confined to nations having a legislature limited by a written Constitution, that "the laws of no nation can justly extend beyond its own territories, except so far as regards its own citizens."

See

The Apolon, 9 Wheat. 362, at p. 370;
Moore's Int. Law Dig., Vol. 2, §197, p. 213 *et seq.*

In the case at bar the petitioners made in England valid contracts for a voyage to begin and end in the United Kingdom, and received advances, customary, lawful and valid under the *lex loci*, which was also the law of the nationality of the vessel and of the parties. By making these payments, the owners of the vessel acquired certain vested rights, both of contract and of property, of which they cannot be deprived by an American statute or an American Court without violating the Constitution of the United States.

A State statute having such effect would manifestly be unconstitutional as impairing the obligations of a contract (U. S. Const., Art 1, §10). While this pro-

vision does not specifically apply to federal legislation, this Court has held that although the United States

> "are not included within the constitutional prohibition which prevents States from passing laws impairing the obligation of contracts," nevertheless "equally with the States they are prohibited from depriving persons or corporations of property without due process of law."

See

The Sinking Fund Cases, 99 U. S. 700, at pp. 718, 719.

To construe the statute in such a way as to deprive the owners of the benefit of advance payments, wholly lawful where made, would in effect confiscate such payments and give them to the petitioners without consideration, thus depriving the owners of their "property without due process of law" in violation of the Fifth Amendment.

Legislation which attempts to take away a vested right under a contract not only impairs the obligations of the contract but is equivalent to a deprivation of property.

See

Houston & Texas Central Railway v. *Texas*, 170 U. S. 243, 261.

Angle v. *Chicago, St. Paul &c. Railway*, 151 U. S. 1, 19.

The provision of the LaFollette Act of 1915 which was sustained by this Court in *Strathearn S. S. Co.* v. *Dillon*, 252 U. S. 348, to some extent interferes with the obligation of contracts, by requiring payment of half wages on foreign vessels in American ports in spite of

stipulations in the original contracts of employment authorizing the withholding of payment until the end of the voyage, but it does not take away from the ship owner the benefit of payments already actually made and thus deprive him of property. It accelerates the time of a payment which he is eventually bound to make but it does not increase the total of his pecuniary obligation or liability. It thus goes to the remedy and to the time and manner of performance rather than to the substance of the right itself and in this view is less obnoxious to the limitations of the Constitution than if it took away an ultimate right of property (See *Conley* v. *Barton*, 260 U. S. 677, 681). It is remedial, rather than penal, within the classification stressed by petitioners (Brief, pp. 13, 14).

The provision for the payment of half wages was recognized by this Court to be an extreme exercise of local jurisdiction over foreign vessels (see opinion in *Strathearn* case at p. 355). Petitioners now seek to have the Act further extended by judicial construction of another provision, which does not clearly indicate such intention on the part of Congress.

There is nothing in the Amendment of 1920 which expressly or by implication makes compliance with its provisions by foreign vessels in foreign ports a condition precedent to their entry into American ports.

In the *Strathearn* case it was apparently considered that, by entering American ports after the passage of the statute then in question, foreign vessels thereby consented to the exercise by their seamen of the remedy in the American courts offered by the "half-wages" provision, and that such tacit consent was thereby made a condition of their entry. In other words, by such entry they waived certain executory provisions of their contracts with the seamen.

But requiring the waiver of an executory provision is a very different thing from undoing an executed transaction, and thus taking money from the pocket of one party and putting it into the pocket of another.

In a case such as this, where the advances amounted to more than one-half of the wages earned at the time of arrival in an American port, the construction of the Statute for which the petitioners contend would in effect subject the owners to a fine for coming into the port, and to a still greater fine in the event of a refusal to comply with the demand for half wages without deduction. This would be penal in substance, whether or not remedial in form and whether the fine be paid to the seamen or to the Government.

In the case at bar, to the extent that the petitioners' earned wages balanced the advance payments, the contract had been lawfully performed on both sides prior to entering American waters. By asking to have the deductions for advances disallowed, petitioners seek to be paid twice for the same work and to be paid a total greater than they have earned. A construction of the law which permits this would confiscate the lawful advance payments and give them to petitioners, contrary to the safeguards of the Constitution.

The case of *The Imberhorne*, 240 Fed. 830, cited by petitioners (Brief, p. 12), was expressly disapproved by the Circuit Court of Appeals in *The Windrush*, 250 Fed. 180 (cited *supra* p. 10), affirmed 248 U. S. 205.

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The case of *The Imberhorne*, 240 Fed. 830, cited by petitioners (Brief, p. 12), was expressly disapproved by the Circuit Court of Appeals in *The Windrush*, 250 Fed. 180 (cited *supra* p. 10), affirmed 248 U. S. 205.

POINT III.

The application of the statute to advance payments on British ships in British ports would have a disastrous effect upon the commerce of a friendly foreign nation.

The especial interest of the British Government is in this phase of the question. The great extent of maritime commerce by British vessels between Great Britain and this country is a matter of common knowledge. The payment of advance wages on British vessels in British ports is so well established a custom that it is in effect a necessary prerequisite to the engagement of a crew.

Congressional interference with foreign shipping went far when the right to demand and collect half wages was extended to seamen on foreign vessels in American ports. If such seamen are now to be permitted to collect half wages without any deduction for advances lawfully made abroad, or, in the event of refusal, to terminate their contracts and collect full wages, also without deduction, it will be a standing invitation to all foreign seamen to collect half wages by voluntary payment or full wages by suit and then desert their ships and leave them stripped of their crews, thus delaying them indefinitely until new crews can be procured.

A construction so adverse to the vital interests of a friendly nation should not be placed upon an American statute, especially where it is not required by the language of the Act and where the express purpose of the Act, as shown by its title, is "to promote the welfare of *American* seamen" (see 38 Stat. 1164).

Other nations may prefer to promote the welfare of their own seamen and shipping in other ways and they

should be permitted to do so, provided their methods and practices do not interfere with the peace and order of American ports.

No reported case other than the case at bar has been found in which the precise question here presented has been determined under the Act of 1920. Before that legislation it was well established that against the one-half wages earned, which the seaman may demand, "there must be charged *all* prior payments he has received."

See

The London, 241 Fed. 863, 865, Certiorari denied, 245 U. S. 652.
The Hougomont, 272 Fed. 881, 883.

If the claim to a different method of computation now asserted were sound, surely it would have been made and sustained before the expiration of more than seven years since the passage of the Act of 1920. British shipping interests have relied and were justified in relying upon this continued practical construction of the Act and it should not now be disturbed by a contrary judicial construction.

SUMMARY.

The Amendment of 1920 should not be so construed or applied as

(a) to go beyond the apparent intention of Congress;

(b) to transcend the legislative jurisdiction of the United States;

(c) to violate the Constitution of the United States;

(d) to deprive foreign shipowners of property or contract rights;

(e) to do injury to the commerce of a friendly foreign nation.

The construction contended for by the petitioners would do all of these things and the Courts below correctly decided against it.

CONCLUSION.

The Decree of the Circuit Court of Appeals should be affirmed.

Respectfully submitted this 28th day of November, 1927.

FREDERIC R. COUDERT,
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SUPREME COURT OF THE UNITED STATES.

No. 103.—October Term, 1927.

John James Jackson, William A. Wilson, Christopher R. Shotton, et al., Petitioners,
vs.
Steamship "Archimedes," Lamport & Holt Line, Ltd., Claimant.

On Writ of Certiorari to the United States Circuit Court of Appeals for the Second Circuit.

[January 3, 1923.]

Mr. Justice Sanford delivered the opinion of the Court.

This case presents the question whether § 10 of the Dingley Act of 1884,[1] as amended by the Seamen's Act of 1915[2] and the Merchant Marine Act of 1920,[3] applies to the payment of advance wages to seamen on a foreign vessel in a foreign port.

The petitioners are British seamen, who shipped at Manchester, England, in May, 1922, on the *Archimedes*, a British vessel, for a round trip voyage to New York and return. When they signed the shipping articles they received advances on account of wages, which were customary and sanctioned by the British law. On June 1, the vessel arrived in New York. On June 3, they applied for and received from the master further payments on account of wages which, with the advances made in England, exceeded one-half of the wages then earned and unpaid. On June 8, while still in port, they made a formal demand upon the master for one-half of the wages then earned and unpaid, disregarding the advances made in England. This having been refused, they left the vessel and filed this libel in the District Court, claiming that under R. S. § 4530[4] they were entitled to the full wages earned at

[1] 23 Stat. 53, c. 121.
[2] 38 Stat. 1164, c. 153.
[3] 41 Stat. 988, c. 250; U. S. C., Tit. 46, c. 24.
[4] This section was amended by § 31 of the Merchant Marine Act so as to read as follows: "Every seaman on a vessel of the United States shall be entitled

the time of the demand, without deducting the advances made in England, since these advances were invalidated by § 10 of the Dingley Act, as amended, and should be disregarded in computing the amount of wages due. On the hearing the court dismissed the libel on the ground that the Act does not prohibit advances to seamen on foreign vessels in foreign ports, and such advances cannot be treated as invalid and disregarded when wages are demanded in this country. 10 F. (2d) 234. This was affirmed by the Circuit Court of Appeals on the opinion of the District Judge. 11 F. (2d) 1000.

To understand rightly the effect of the amendment made by the Merchant Marine Act of 1920—the controlling question in this case—it is necessary to consider first the amendment previously made by the Seamen's Act of 1915 and the decisions by this Court in reference thereto.

By § 11 of the Seamen's Act, Section 10 of the Dingley Act was amended so as to read as follows:

"Sec. 10 (a). That it shall be . . . unlawful in any case to pay any seaman wages in advance of the time when he has actually earned the same. . . . Any person violating any of the foregoing provisions of this section shall be guilty of a misdemeanor, and upon conviction shall be punished by a fine . . . and may also be imprisoned. . . . The payment of such advance wages . . . shall in no case except as herein provided absolve the vessel or the master . . . from the full payment of wages after the same shall have been actually earned, and shall be no defense to a libel suit or action for the recovery of such wages. . . .

"(e) That this section shall apply as well to foreign vessels while in waters of the United States, as to vessels of the United States, and any master . . . of any foreign vessel who has violated its provisions shall be liable to the same penalty that the master

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to receive on demand from the master . . . one-half part of the balance of his wages earned and remaining unpaid at the time when such demand is made at every port where such vessel . . . shall load or deliver cargo before the voyage is ended, and all stipulations in the contract to the contrary shall be void: *Provided*, Such a demand shall not be made before the expiration of, nor oftener than once in, five days nor more than once in the same harbor on the same entry. Any failure on the part of the master to comply with this demand shall release the seaman from his contract and he shall be entitled to full payment of wages earned. . . . *And provided further*, That this section shall apply to seamen on foreign vessels while in harbors of the United States, and the courts of the United States shall be open to such seamen for its enforcement."

. . . of a vessel of the United States would be for similar violation. The master . . . of any vessel of the United States, or of any foreign vessel seeking clearance from a port of the United States, shall present his shipping articles at the office of clearance, and no clearance shall be granted any such vessel unless the provisions of this section have been complied with."

It was held by this Court in *Sandberg* v. *McDonald*, 248 U. S. 185, 195 (1918), that § 11 of the Seamen's Act did not render invalid the contracts of foreign seamen as to the advance payment of wages made by a foreign vessel in a foreign country in which the law sanctioned such contract and payment; and that when they made demand in this country for the payment of half wages, the master was entitled to deduct the advances made in the foreign country. In so holding, the Court said: "Conceding for the present purpose that Congress might have legislated to annul such contracts as a condition upon which foreign vessels might enter the ports of the United States, it is to be noted, that such sweeping and important requirement is not found specifically made in the statute. Had Congress intended to make void such contracts and payments a few words would have stated that intention, not leaving such an important regulation to be gathered from implication. There is nothing to indicate an intention, so far as the language of the statute is concerned, to control such matters otherwise than in the ports of the United States. The statute makes the payment of advance wages unlawful and affixes penalties for its violation, and provides that such advancements shall in no cases, except as in the act provided, absolve the master from full payment after the wages are earned, and shall be no defense to a libel or suit for wages. How far was this intended to apply to foreign vessels? We find the answer if we look to the language of the act itself. It reads that this section shall apply to foreign vessels 'while in waters of the United States.' Legislation is presumptively territorial and confined to limits over which the law-making power has jurisdiction. American Banana Co. *v.* United Fruit Co., 213 U. S. 347, 357. . . . We think that there is nothing in this section to show that Congress intended to take over the control of such contracts and payments as to foreign vessels except while they were in our ports. Congress could not prevent the making of such contracts in other jurisdictions. If they saw fit to do so, foreign countries would